

A G E N D A

GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

Friday, May 28, 2021 Governmental Center, 400 Boardman Avenue, Conference Room 300
8:00 A.M.

1. Approval of March 26, 2021 minutes..... 1-2
2. Trial Balance Land Bank & Housing Trust Fund & Property Inventory 3-6
3. Homestretch update 1028 Carver St..... 7-9
4. Habitat for Humanity Home Rehabilitation Trust Fund Grant Application..... 10-22
5. 2021 Foreclosed properties..... 23-52
6. Cass Rd property update.....

PUBLIC COMMENT/INPUT

Any person shall be permitted to address a meeting of the Land Bank Authority (LBA), which is required to be open to the public under the provisions of the Michigan Open Meetings Act, as amended. (MCLA 15.261, et. seq.) Public comment shall be carried out in accordance with the following County Board Rules and Procedures:

- A. Any person wishing to address the LBA shall state his or her name and address.
 - B. Persons may address the LBA on matters, which are relevant to county government issues.
 - C. No person shall be allowed to speak more than once on the same matter, excluding time needed to answer Board questions. The Chairperson shall control the amount of time each person shall be allowed to speak, which shall not exceed three (3) minutes; except as follows:
 1. Chairperson may, at his or her discretion, extend the amount of time any person is allowed to speak.
 2. Whenever a group wishes to address the Authority, the Chairperson may require that the group designate a spokesperson; the Chairperson shall control the amount of time the spokesperson shall be allowed to speak, which shall not exceed fifteen (15) minutes.
7. Other Business
 8. Adjournment

GRAND TRAVERSE COUNTY
LAND BANK AUTHORITY (GTCLBA)

Minutes of Regular Meeting
March 26, 2021

Chair Scheppe called the meeting to order at 8:00 a.m. via Google Hangouts Teleconference

Members Present: James Baker (Traverse City), Dean Bott (Traverse City), Ron Clous (Blair Twp) and Heidi Scheppe, Chair, (Traverse City)
Excused: Gary Howe
Staff Present: Chris Forsyth and Bonnie Scheele (Recording Secretary)

MINUTES

MOVED by Bott, seconded by Clous to approve the minutes of February 26, 2021.

ROLL CALL VOTE: Yes 4, Excused 1

TRIAL BALANCE – LAND BANK & HOUSING TRUST FUND

Chair Scheppe reviewed the Trial Balance for the Land Bank & Housing Trust Fund

VANDERLIP ROAD PROPERTY PURCHASE AGREEMENT

Heidi Scheppe indicated that an offer has been made by Katie and Zach Grice to purchase this parcel of land for \$1,200.00.

MOVED by Bott, seconded by Clous to authorize the Treasurer to sign the purchase agreement and sell the Vanderlip Road property parcel #03-220-008-00 to Katie and Zach Grice for \$1,200.00.

ROLL CALL VOTE: Yes 4, Excused 1

1383 CASS RD; CITY OF TRAVERSE CITY; PURCHASE; WRITTEN NOTICE

Chris Forsyth indicated that the City of Traverse City has adopted a resolution to purchase this property for \$315,000 plus closing and holding costs. The Land Bank resolution in the packet serves as notice to sell the property to the City of Traverse City as required in the Assignment of Option Agreement. The proposed purchase date will be June 24, 2021.

Resolution 1-2021

Grand Traverse County Land Bank Authority
Resolution of Written Notice to the City of Traverse City
Related to the Purchase of 1383 Cass Rd.

WHEREAS, in 2011, the Grand Traverse County Land Bank Authority and the City of Traverse City entered into an Assignment of Option Agreement related to the purchase of 1383 Cass Road (the "Property") whereby the Land Bank Authority, using Brownfield Redevelopment

Authority TIF funds, purchased the Property for the purpose of relocating a railroad wye as part of the Boardman Lake Loop Trail System Project; and

WHEREAS, under the terms of the Agreement, the City of Traverse City is to purchase the Property from the Land Bank Authority if the railroad wye is not relocated within 5 years from the date the assignment agreement was entered into; and

WHEREAS, in May of 2016, the Land Bank Authority extended the term of the Agreement for another 5 years, giving the City of Traverse City additional time to either relocate the railroad wye or purchase the Property if the wye was not relocated; and

WHEREAS, on March 26, 2021, the Grand Traverse County Land Bank Authority discussed this matter and adopts the following resolution as required under Paragraph 5 of the Assignment of Option Agreement:

THEREFORE BE IT RESOLVED the Grand Traverse County Land Bank Authority through this resolution hereby provides the City of Traverse City the required written notice, pursuant to Paragraph 5 of the Assignment of Option Agreement, that the City of Traverse City must purchase the Property for the amount of \$315,000 plus holding costs in the amount of \$5,423.00 together with closing costs incurred by the Land Bank Authority, and such purchase shall occur within 90 days from the date of this resolution, which is not later than June 24, 2021.

MOVED by Bott, seconded by Baker to approve Resolution 1-2021 related to the 1383 Cass Rd. as provided in the packet.

ROLL CALL VOTE: Yes 4, Excused 1

PUBLIC COMMENT:

None

OTHER BUSINESS:

None

ADJOURNMENT:

Meeting adjourned at 8:11 a.m..

Approved Date

Heidi Scheppe, Chair

LAND BANK AGENDA ITEM

SUBJECT: Trial Balance

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: May 28, 2021

SUMMARY OF ITEM TO BE PRESENTED:

Please find attached the April 2021 Trial Balance for Land Bank and Housing Trust Fund and Property Inventory.

RECOMMENDATION:

For Information.

DEBIT

CREDIT

DEBIT

CREDIT

FUND 620 LAND BANK FUND

ASSETS	001.00	CASH	576,386.42	.00		
	197.00	LAND HOLDING ACCOUNT	539,142.27	.00		
LIABILITIES	339.00	DEFERRED REVENUE	.00	148,597.90		
	389.09	FUND BAL. RES. - LAND HOLDING ACCT	.00	539,142.27		
	390.00	FUND BALANCE	.00	447,905.41		
REVENUES	400.00	REVENUE CONTROL	.00	944.51		
EXPENDITURES	700.00	EXPENDITURE CONTROL	21,061.40	.00		
					1,136,590.09	1,136,590.09
					1,136,590.09	1,136,590.09

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LAND BANK INVENTORY

5/21/2021

Tax Year	Township	Parcel #	Address	Taxable value	Purchase Price	Annual Totals	Status
Purchased in Market							
2011	Garfield	05-027-027-00	1383 Cass Rd		314,882.27		City will buy May 2021
2013	City	51-011-001-01	RR ROW		123,000.00		
2018	Garfield	05-027-014-00	RR Easement		16,000.00		
2020	City	51-674-007-00	1028 Carver St		85,260.00		Homestretch
						539,142.27	

Tax Year	Township	Parcel #	Address	Taxable value	Minimum Bid	Status
Tax Foreclosed						

Total Purchase Prices of Land Bank Parcels 539,142.27
Total Taxable Value of Land Bank Parcels -

THE PARCELS ABOVE SHOULD BE RECORDED AS LAND BANK OWNED

Parcels Sold				Sale Price	Date sold	Deed Recorded
2015	Mayfield	09-006-010-00	County Rd 633	15,545.00	1,823.79	2,499.00 7/14/2015 7/20/2015 Homeowner
2015	Mayfield	09-007-006-00	County Rd 633	11,636.00	1,560.75	2,192.00 7/14/2015 7/20/2015 Homeowner
2014	Blair	02-683-166-00	818 Jayrogers Ct	11,000.00	1,864.63	11,750.00 8/24/2015 9/23/2015 Auction
2014	Garfield	05-031-008-30	N East Silver lake Rd	9,750.00	1,462.66	1,500.00 8/24/2015 9/23/2015 Auction
2015	Garfield	05-314-006-00	Stonefield Dr	19,300.00	3,952.09	15,028.94 8/24/2015 9/23/2015 Auction
2015	Union	12-031-009-70	Marsh Rd	12,456.00	1,654.81	2,295.18 8/3/2015 8/5/2015 Homeowner
2012	Garfield	05-221-002-00	Lynch Drive	131,400.00	33,229.50	157,000.00 8/27/2015 4/2/2015 Market
2013	East Bay	03-219-025-00	N Three Mile Rd	34,547.00	6,558.27	6,800.00 10/13/2015 11/4/2015 Auction
2015	Garfield	05-280-015-00	1537 Ridge View Ct	46,462.00	13,166.56	13,166.56 10/16/2015 10/16/2015 Market
2012	Blair	02-007-046-12	Old Maple Trail	162.00	374.32	374.32 11/13/2015 11/13/2015 Side Lot
2015	East Bay	03-102-077-20	Celery Bay	500.00	909.46	250.00 11/13/2015 11/13/2015 Side Lot
2012	Long Lake	08-185-029-00	Sunset Dr	2,800.00	460.09	150.00 11/13/2015 11/13/2015 Side Lot
2016	Garfield	05-340-020-00	Linden Avenue	18,500.00	2,536.38	8,000.00 3/11/2016 4/6/2016 Demo completed
2016	Garfield	05-006-001-04	Barney Rd	19,400.00	3,979.32	3,000.00 3/11/2016 4/6/2016 Market
2016	Garfield	05-006-001-06	5424 Barney Rd	19,400.00	3,979.32	3,000.00 3/11/2016 4/6/2016 Market
2012	Long Lake	08-003-004-40	East Traverse Highway	52,600.00	4,338.08	6,799.83 8/1/2016 8/11/2016 Side Lot
2016	Garfield	05-149-050-00	5165 Heritage Way	89,532.00	16,598.68	17,098.68 8/5/2016 8/11/2016 Homeowner
2015	Fife Lake	04-001-013-02	US 31	1,200.00	924.07	1.00 9/9/2016 9/9/2016 Side Lot
2012	Green Lake	07-180-009-50	9723 First St	24,140.00	2,789.33	4,500.00 12/22/2016 12/29/2016 Demo completed
2017	Peninsula	11-580-031-00	18929 Bay St	33,991.00	3,664.71	4,158.33 8/10/2017 8/21/2017 Homeowner
2017	City	51-878-046-00	134 E Fifteenth St	76,223.00	11,637.74	12,050.37 8/17/2017 8/25/2017 Homeowner
2017	Whitewater	13-600-033-00	5632 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-034-00	5634 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-035-00	5647 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-036-00	5645 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-037-00	5633 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-038-00	5638 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-043-00	5575 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2017	Whitewater	13-600-044-00	5577 Millbrook Dr	3,800.00	1,192.91	1,192.91 12/15/2017 12/15/2017 Association
2018	Blair	02-005-002-10				370,914.30 6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-11				- 6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-12				- 6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-13				- 6/8/2018 6/15/2018 Market Blaines
2018	Blair	02-005-002-20				- 6/8/2018 6/15/2018 Market Blaines
2018	Long Lake	08-001-012-00	Gray Rd		11,930.35	175,000.00 12/12/2018 12/20/2018 Title Work
2020	Blair	02-005-002-30	Rennie School Rd			450,000.00 10/15/2020 10/15/2020 Market Edward Rose
2020	Fife Lake	04-060-109-00	11770 Lake Shore Dr		1,271.25	1,271.25 10/29/2020 10/29/2020 Side Lot
2020	Fife Lake	04-060-110-00	11774 Lake Shore Dr			10/29/2020 10/29/2020 Side Lot
2020	Acme	01-013-026-02	Bates Rd		1,213.38	1,713.38 12/28/2020 12/28/2020 Homeowner
2021	East Bay	03-220-008-00	Vanderlip Rd		1,572.88	1,200.00 4/12/2021 Side Lot
				140,209.44		

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DEBIT

CREDIT

DEBIT

CREDIT

FUND 278 HOUSING TRUST FUND

ASSETS	001.00	CASH	251,181.39	.00		
LIABILITIES	390.00	FUND BALANCE	.00	267,864.04		
REVENUES	400.00	REVENUE CONTROL	.00	43.24		
EXPENDITURES	700.00	EXPENDITURE CONTROL	16,725.89	.00		
					267,907.28	267,907.28
					267,907.28	267,907.28

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LAND BANK AGENDA ITEM

SUBJECT: Homestretch

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: May 28, 2021

SUMMARY OF ITEM TO BE PRESENTED:

Please find attached update of the development at 1028 Carver Street.

RECOMMENDATION:

For Information.



Regional Developer of Affordable Housing

April 28, 2021

Heidi Scheppe, Chairwoman
Grand Traverse County Land Bank Authority
400 Boardman Ave., Suite 104
Traverse City, MI 49684

VIA EMAIL

Dear Ms. Scheppe,

I wanted to take this opportunity to provide you with an update of the development at 1028 Carver Street. We are preparing to re-submit an application to the Federal Home Loan Bank for a \$500,000 Affordable Housing Program (AHP) grant. Last year we were unsuccessful during the 2020 round and believe the Development Agreement between us will enhance our ability to gain approval. This year's AHP pre-application submission deadline is June 18. The final application is due on July 15th.

We are also working on a submission to MSHDA for a request of HOME Funds and permanent financing. It is possible that a 4% Low Income Housing Tax Credit (LIHTC) coupled with the HOME Funds would provide enough capital subsidies to support the project. There will be an emphasis on our request to be able to use CHDO set aside funds which Homestretch has secured in years past. The submission deadline for these programs is August of this year.

Realizing that it would take the better part of 2021 to submit these applications and secure funding, I wanted to let you know that we have partnered with Goodwill Industries. They have paid us a little under \$5,000 to make the house livable and we signed a monthly lease which covers the utilities, maintenance and our carrying costs for the loan Homestretch secured for 50% of the purchase price. There is no profit being made and I have attached a breakdown of the costs for your information. This benefits Homestretch as well as provides temporary housing for a family who would otherwise be homeless.

Next month I will share with you our working proforma for the new development as well as the final construction plans. In the meantime, please let me know if you have any questions or would like any other information on our progress.

Sincerely,

Jonathan Stimson
Executive Director

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1028 Carver Street House Rehabilitation

Decription	Cost
Labor: waste removal	\$ 400.00
20 Yard waste fee	\$ 600.00
Labor: Painting (material donated by Sherwin-Williams)	\$ 1,500.00
Labor: Flooring (material donated by Bay View Flooring)	\$ 725.00
HVAC: Furnace Inspection Invoice WO-5396E	\$ 372.00
Replace broken window glass	\$ 125.00
Rear entry door labor and material	\$ 450.00
Cleanup final	\$ 150.00
Ceiling light fixtures	\$ 150.00
Subtotal	\$ 4,472.00
contingency	\$ 300.00
Total	\$ 4,772.00

Basis for Monthly Rent	
Financing/TCF Bank \$90,000 Bridge Loan	\$ 300.00
Utilities	\$ 274.00
Insurance	\$ 100.00
snow plowing/landscaping/maintenance	\$ 100.00
Monthly Rent Total paid to Homestretch	\$ 774.00



Memorandum

Grand Traverse County
County Administration
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4780 Fax (231) 922-4636

TO: Grand Traverse County Land Bank Authority

FROM: Christopher J. Forsyth, Deputy County Administrator *CJF*

DATE: May 24, 2021

SUBJECT: Home Rehabilitation Trust Fund (HRTF); Habitat for Humanity Application

Last week, we received an application for a HRTF grant from Wendy Irvin, Executive Director of Habitat for Humanity. The application and supporting documentation are included with this memo for your review. I have reviewed the application and supporting documentation and it complies with HRTF guidelines. A suggested motion to approve is as follows:

RESOLVED that the Grand Traverse County Land Bank Authority has reviewed and approves an application for Home Rehabilitation Trust Funds submitted by Habitat for Humanity on May 20, 2021 and authorizes disbursement of a grant in the amount of \$50,000 subject to the terms of a grant agreement to be executed by Habitat for Humanity and the Chairperson of the County Land Bank Authority.

Please let me know if you have any questions concerning the above.



Grand Traverse County Land Bank Authority

Please use this application if you are a not-for-profit entity seeking grant funding from the Grand Traverse County Land Bank Authority for the purpose of rehabilitating existing residential units to provide safe, decent, and affordable housing for low-income households in Grand Traverse County. Grant funding is available for materials to be used for future planned projects, or reimbursement of material costs for completed projects.

The mission of the Authority is to utilize tax-reverted properties, acquired properties and other resources for affordable housing and economic development opportunities through collaboration with community organizations and local governmental units.

The application process:

1. Complete the application online and submit it to hscheppe@gtcountymi.gov. You can also print, complete and then send the application to the Land Bank Authority at:

Grand Traverse County Land Bank Authority
Attention: Heidi Scheppe
400 Boardman Avenue
Suite 104
Traverse City, MI 49684
2. Upon receipt of the application and required documentation, the Authority will evaluate your application at the next scheduled meeting of the Land Bank Authority.
3. If approved, notification will be sent by letter or e-mail.

Again, thank you for your interest in the Grand Traverse County Land Bank Authority. If you have any questions, please feel free to contact Heidi Scheppe at 231-922-4735.



Home Rehabilitation Trust Fund Grant Application

Applicant Information

Applicant's Name Wendy Irvin

Entity's Name Habitat for Humanity Grand Traverse Region

Applicant's Address P.O. Box 5412

City Traverse City State MI Zip 49696

Phone # 231-941-4663 Cell Phone # 231-632-1128

Email Address wendyi@habitatgtr.org

Property Information

Address of property that did receive or will be receiving service: See attached grant request(s)

City Traverse City, Grand Traverse Region Zip 49696

Owner(s): Please see attached list of owners and addressed

Who requested this project? ☒ Home Owner ☒ Social Service Organization

Which Organization? Habitat for Humanity Grand Traverse Region

Was an inspection of the project completed? Yes ☒ No ☐

Who completed the inspection? Inspector Al Jarosz, HFHGTR Site Supervisor

Address See attached request for approval of numerous locations in Grand Traverse County

Date of Inspection 05/20/2021

Description of planned or completed repair/rehabilitation (attach additional page if necessary):

Please see the attached list of priority home repairs for completions by HFHGTR

Total completed cost or projected cost for renovation/construction
\$50,000

Grant amount being requested for this project? \$50,000

Required Documentation

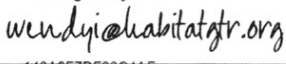
Please include evidence of nonprofit and Certificate of Good Standing.

Applicant Certification

I hereby certify that:

1. I am not in default of property taxes payable to any governmental taxing unit. I understand that the Authority will verify the tax payment status of all property owned by the entity and named applicants making application
2. All of the copies of the materials submitted with this application are complete, accurate and current.
3. I will verify responsibility for completing the project.
4. All activities performed shall be done in accordance with all relevant federal, state, and local laws.
5. I have obtained or will obtain all necessary permits and inspections needed to perform the work.
6. I will verify that funds sought are only for eligible costs as provided in Section 5 by submission of appropriate invoices, estimates, and other documentation.
7. I will provide a report to the Land Bank Authority within 90 days of completion of the project that shall include the following:
 - a. Name and address of the project
 - b. Explanation of the need and work completed
 - c. Pictures showing before and after of the work being completed.
8. I will execute an Agreement with the Land Bank Authority prior to receiving the requested grant.

By signing below, I certify that I/ have read, understand, and agree to be bound by all of the terms of this entire application. I further certify all of the statements set forth in this application are true. I also acknowledge that I have authority to sign this application on behalf of the Organization requesting the grant.

Applicant's Signature wendy@habitatgr.org Date 5/20/2021

Applicant's Title Executive Director

Organization Habitat for Humanity Grand Traverse Region



May 19, 2021

Grantee Name: Habitat for Humanity Grand Traverse Region

Contact Info: Wendy Irvin, Executive Director; 231-941-4663, ext. 323; wendyi@habitatgtr.org

Project Location: Grand Traverse County

Date of Projects: Year 2021

Request for funding: \$50,000 Habitat GTR's Priority Home Repair Program

Some of our current PHR projects to submit for reimbursement if approved for further funding:

Homeowner Name	Work Completed or Needed	Total Project Cost	Material Cost for Reimbursement
Betty S.	New Roof (completed)	\$6,400	\$3,840
Gloria P.	New Roof and repair inside ceilings	\$11,000	Waiting for invoice breakdown from contractor
Andrew B.	New Roof; drywall in bathroom and fix shower	\$13,150	Roof materials: \$8,000 Bathroom: \$3,500
Dorinda S.	Foundation repair; gutters; some siding; new furnace	\$6,012	Roof material cost: \$2,085.00
Rosemary F.	Fix mini-split heating system	\$857	Waiting for invoice breakdown from contractor
Jacqueline H.	Repair roof leak; grab bar in bathroom; remove tree that is in danger of falling on her roof	\$4,750	Roof material cost: \$2,025 Tree Removal cost: \$650
Kayla P.	Gutters; new basement window; 2 exterior doors	\$2,246	Waiting for invoice breakdown from contractor
McCurley B.	Roof replacement and repitch; accessible bathroom; remove tree that is in danger of falling on his roof	Tree work: \$1,250 Roof estimate: \$13,000 Bathroom estimate: \$5,800	Roof material cost: \$8,000 Tree work: \$1,250 Bathroom materials: \$2,300
Walter W. & Linda L.	New roof and furnace	\$11,190.00	Materials: \$6,631.00

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In 2015, Habitat GTR recognized the critical need for home repairs to existing homes in the counties that we serve. By offering current homeowners a way to stay in their homes, we would be able to further reduce the need for new housing. We created our Priority Home Repair Program and hired experienced staff to conduct home assessments and complete repairs for low-income homeowners. As of 2019, we extended the program in a collaborative effort with Cherryland Electric Cooperative to increase capacity through 2022.

Our goal is to complete 30 Priority Home Repairs in 2021 with the average total repair costing \$8,000 to \$9,000 per homeowner. Eligibility requirements for Habitat GTR's Priority Home Repair Program are:

- Homeowner must reside in Grand Traverse, Kalkaska, or Leelanau County.
- The applicant's income must be 60% or less than average median income based on county and household size.
- Applicant's mortgage, property taxes, and homeowner's insurance payments must be up to date.
- They must have a willingness to partner with Habitat GTR and provide all required financial documents.

Our Homeowner Service Manager manages our Priority Home Repair Program processing PHR applications from homeowners and she works with the families with all the paperwork and requirements. Al Jarosz is our Priority Home Repair Manager and performs assessments of the applicant's home and determination with what the critical home repairs are, secures estimates, and schedules contractors.

The long-term vision for our Priority Home Repair Program is to provide our homeowners in need with a safe, healthy, and livable home again. A multi-year Boston College study highlights recent findings as to how substandard housing negatively impacts those residing in homes where conditions like any/all of the following may be present: Insufficient protection from the elements (e.g., leaky roofs or uninsulated floors); Lack of basic necessities like water and heat; Structural issues, including crumbling walls or inadequate ceiling supports; Overcrowding or dense settlement; Poor ventilation and generally low air quality; or Unsafe or nonexistent electrical service. According to the study, substandard housing can create significant impacts on quality of life to include:

- *Emotional/Psychological:* According to a multiyear Boston College study, children raised in substandard housing experience greater emotional and behavioral symptoms of aggression, dishonesty, anxiety, and depression than ones who do not.
- *Physical:* Individuals who live in substandard housing experience a range of physical threats, from polluted air and inadequate plumbing to lead exposure and low-quality food options. As a result, their physical health — and even their mortality — can be compromised.
- *Socioeconomic:* When children live in substandard housing, their school performance suffers. And that sets up a cycle of missed educational opportunities with potentially lifelong implications for future income, employment, and home ownership. (<https://www.thrivent.com/posts/community/broken-windows-the-shattering-impact-of-substandard-housing.html>)



Everyone deserves a healthy, safe, and livable home to reside in. Homeowners that have these life-changing home repairs done will not have to worry about health and safety and will be better contributors to our region as they will be thriving and resilient. Therefore, we are requesting \$50,000 in funding to use towards our Priority Home Repair Program. Together, we can make a positive impact in the lives of these families in need in our community.



Help build it!

April 13, 2018

Grand Traverse Region HFH
1129 Woodmere Ave Ste F
Traverse City, MI 49686

RE: 501(c)(3) Letter for Grand Traverse Region HFH, Partner ID# 0191-8517

Dear Affiliate Leader:

This letter will confirm that Grand Traverse Region HFH, with employer identification number 38-2753833, is considered a subordinate under the group tax exemption umbrella of Habitat for Humanity International, Inc. ("HFHI") under Section 501(c)(3) of the Internal Revenue Code.

The group exemption number assigned to HFHI by the IRS is 8545. This number may be provided to prospective donors, foundations and other grant organizations as they request it and is required on certain IRS forms.

Enclosed is a copy of the determination letter dated February 23, 2018, provided by the IRS as evidence of HFHI's tax exempt status as well as its group exemption. The determination letter, together with this letter, confirms Grand Traverse Region HFH's subordinate status and provides evidence of its tax exempt status under Section 501(c)(3) of the Code.

In partnership,

Beverly Huffman

Director, US/Canadian Support Services Center
Habitat for Humanity International 877-434-4435
USSupportCenter@habitat.org · habitat.org | **Habitat. We build.**

Enclosure

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Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: February 23, 2018

HABITAT FOR HUMANITY INTERNATIONAL INC.
HABITAT FOR HUMANITY INTRNL PARENT
% MICHAEL E CARSCADDON
270 PEACHTREE ST NW STE 1300
ATLANTA, GA 30303

Person to Contact: #0196814
Ms. Benjamin
Employer Identification Number:
91-1914868
Group Exemption Number:
8545

Dear Sir or Madam:

This is in response to your request dated January 10, 2018 for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in January 1987, and that you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(3).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

IRS Group Exemption FAQs

The IRS refers to “central” or “parent” organizations, as well as “subordinate” organizations? What does these terms mean?

An organization that has been granted a 501(c)(3) group exemption by the IRS is referred to as the central or parent organization. The central organization generally supervises many affiliates or chapters, called subordinate organizations. The subordinate organizations have similar structures, purposes, missions and activities.

- ❖ In Habitat’s case, HFHI is the central organization and each Affiliate is a subordinate organization.

What is the reason for group exemptions vs individual exemptions?

Group exemptions are an administrative convenience for both the IRS and organizations with many affiliated organizations. Subordinates in a group exemption do not have to file, and the IRS does not have to process, separate applications for exemption. Instead, the IRS allows the central organization to include its subordinate organizations under its tax exempt “umbrella.”

- ❖ Group exemptions are more convenient because only one central organization (HFHI) needs to be checked for tax exempt status.

Who determines if a subordinate organization may be included under the central organizations’ group exemption?

The central organization, not the IRS, determines who is exempt under its 501(c)(3) umbrella. The IRS does not approve or deny a subordinate’s inclusion on HFHI’s roster of exempt subordinates. It is solely at the discretion of the central organization holding the 501(c)(3) designation as long as the subordinate is similar in mission, purpose, structure and activities. The IRS leaves it up to the central organization to police its own list of subordinate entities and to report any changes. Failure to monitor the list in accordance with the rules set forth by the IRS may result in the central organization having its 501(c)(3) status revoked.

- ❖ HFHI is the final determiner of whether Affiliates are on its group exempt list. The IRS will not issue a letter with regard to an individual Affiliate.

How does a donor verify that an organization is included as a subordinate in a group exemption ruling?

The central organization which holds the group exemption (rather than the IRS) determines which organizations are included as subordinates under its group exemption umbrella. Therefore, a donor should verify that an organization is a subordinate eligible to receive tax deductible donations by requesting a copy of a letter provided by the central organization to the subordinate confirming the subordinate entity's inclusion on its roster of exempt subordinates. This letter, coupled with a copy of the central organizations 501(c)(3) determination letter provides adequate proof of the entity's tax exempt status.

- ❖ Affiliate should provide donors a copy of the confirmation letter (with the HFHI IRS determination letter attached) that HFHI provides to each Affiliate on an annual basis.
- ❖ Donors should be told that the IRS determination letter will not reference the Affiliate by name.

How do donors verify that contributions are deductible with respect to a subordinate organization in a section 501(c)(3) group exemption ruling?

Many donors are accustomed to consulting the IRS database known as EOS Select Check to confirm that donations to a specific organization are tax deductible. This works well for organizations that have an individual tax exemption; however, it creates a bit of confusion when it comes to organizations with a group tax exemption status.

The EOS Select Check database does NOT list all subordinate entities. It lists the central organization because the central organization is the entity that applied for, and was granted, a 501(c)(3) designation. Many times donors become alarmed when they do not see the individual Affiliate listed in the database. It is important to explain to your donor that providing HFHI's group exemption number (GEN) along with a confirmation letter from HFHI, as the central organization, is sufficient proof of the subordinate entity's tax exempt status. Donors may rely upon central organization verification with respect to deductibility of contributions to subordinates covered in a section 501(c)(3) group exemption ruling.

- ❖ Explain to your donors early the procedure so that they will not be surprised when the Affiliate is not referenced on the EOS database.

Employer Identification Number (EIN) vs Group Exemption Number (GEN)

The Employer Identification Number (EIN) is a nine-digit number that is unique to each business and generally appears in the following format: XX-XXXXXXX. Its role for a business is similar to that of the Social Security number for an individual. The number includes information about which state the corporation is registered in. This unique identification number is assigned to a business entity so that they can easily be identified by the Internal Revenue Service. The EIN is also known as a Federal Identification Number (FIN) or Tax ID.

This number is apart and separate from a company's group exemption number (GEN). The EIN identifies the specific organization. The GEN identifies the entity's further designation as a tax exempt organization.

The GEN number is a number assigned by the IRS which identifies the central organization who was granted the group exemption. The GEN number is a 4 digit number that should be supplied to donors when they make a donation. This number allows the donor to make a tax deduction based on the donation to the tax exempt entity.

- HFHI's GEN is 8545. This should be given to your donors.
- Do not use HFHI's EIN in your Affiliate's tax return and other documents. This will cause the IRS to confuse your Affiliate with HFHI (including accidentally holding you responsible HFHI's payroll taxes, misreporting on Form 990, etc.)

❖ HFHI's GEN is 8545. This should be given to your donors.

❖ Do not use HFHI's EIN in your Affiliate's tax return and other documents. This will cause the IRS to confuse your Affiliate with HFHI (including accidentally holding you responsible HFHI's payroll taxes, misreporting on Form 990, etc.)



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

HABITAT FOR HUMANITY/GRAND TRAVERSE REGION

was validly Incorporated on April 10 , 1987 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 19020835420

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 11th day of February , 2019.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

LAND BANK AGENDA ITEM

SUBJECT: 2021 Foreclosed parcels

FROM: Heidi Scheppe, Treasurer



FOR MEETING DATE: May 28, 2021

SUMMARY OF ITEM TO BE PRESENTED:

Please find attached a list of parcels that the Treasurer foreclosed on in 2021 for 2018 delinquent property taxes. There are two small slivers of land that may benefit from the side lot program. We have had a request from one adjacent property owner's attorney asking that we work with them to purchase the property and they will work to create easement for other neighbors to ensure proper use.

We have received a request from a taxpayer to help get his family property back. If the Land Bank were to exercise first right of refusal to work with the taxpayer, he would need to pay the 2018-2020 back taxes in the amount of \$7,231.57, and be required to pay the 2021 Summer & Village taxes before deed would transfer ownership back to him. The standard Land Bank fee for this service has been \$500 in the past.

RECOMMENDATION:

Motion to exercise first right of refusal for parcels_____, to purchase the property for minimum bid if Claim is not filed by July 1, 2021 or Fair Market Value if Claim is filed. Deny first right of refusal for any parcels not specifically identified to go to public auction.

FORECLOSURE LIST FOR GRAND TRAVERSE COUNTY
For 2021 Foreclosures of 2018 and prior taxes
All Records
Fees Computed As Of: 04/01/2021

PARCEL	TAX DUE	INTEREST/FEES DUE	TOTAL DUE	CURRENT SEV	CURRENT TAXABLE	TAX YEARS	DELINQUENT
11-545-009-00	494.43	686.21	1,180.64	3,700	3,547	2020 2019 2018	
LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION ESTIMATE UNBUILDABLE A FFIDAVIT OF INTEREST RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS; Property Address: MAPLE TERRACE AVE TRAVERSE CITY MI 2020 Forfeiture RECORDED Liber: Page: Document: 2020R-05344 Date: 3/23/2020							
11-545-011-50	188.88	611.30	800.18	3,700	1,356	2020 2019 2018	
SLY 25 FT OF LOT 11 MAPLE TERRACE SUBDIVISION ESTIMATE UNBUILDABLE Property Address: MAPLE TERRACE AVE TRAVERSE CITY MI 2020 Forfeiture RECORDED Liber: Page: Document: 2020R-05345 Date: 3/23/2020							
42-060-010-00	5,344.86	1,886.71	7,231.57	48,600	34,053	2020 2019 2018	
206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE Property Address: 206 COTTAGE ST KINGSLEY MI 2020 Forfeiture RECORDED Liber: Page: Document: 2020R-05388 Date: 3/23/2020							
PARCEL COUNT: 3	6,028.17	3,184.22	9,212.39	56,000	38,956		

11-545-011-50

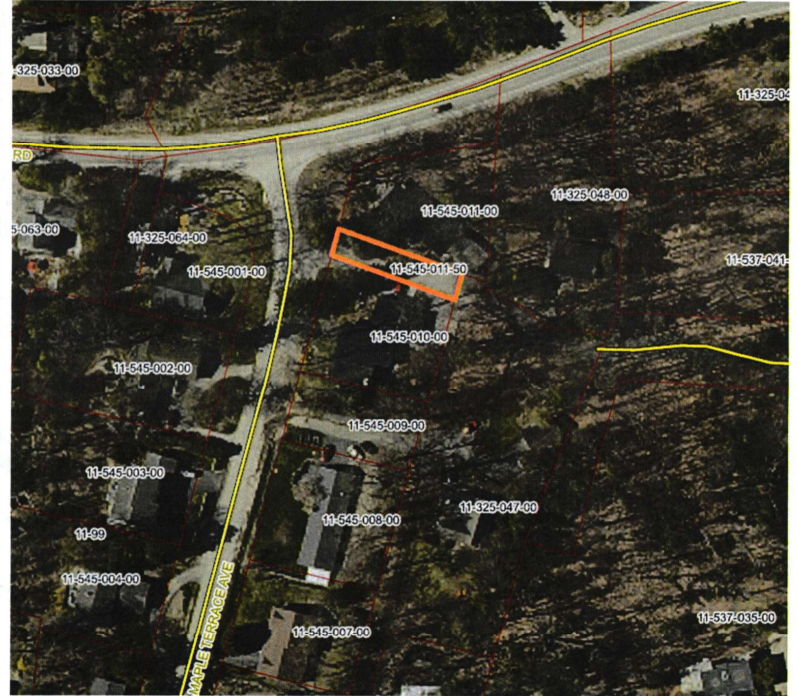
SLY 25 FT OF LOT 11 MAPLE TERRACE SUBDIVISION ESTIMATE UNBUILDABLE

Address: Maple Terrace Ave, Traverse City

Delinquent Taxes: 797.67

2020 Taxable Value: 1,356

2020 SEV: 3,700



11-545-009-00

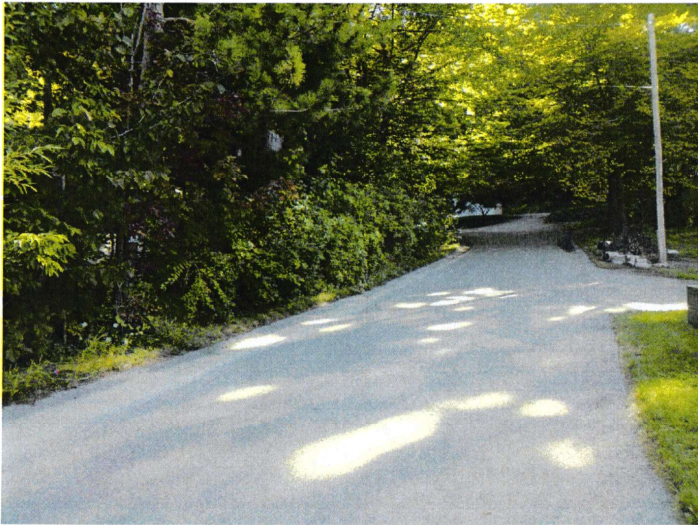
LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION ESTIMATE UNBUILDABLE AFFIDAVIT OF INTEREST RECORDED AT GRAND TRAVERSE COUNTY REGISTER OF DEEDS;

Address: Maple Terrace Ave

2020 Taxable Value: 3,547

Delinquent Taxes: 1,174.05

2020 SEV: 3,700



42-060-010-00

206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE

Address: 206 Cottage St, Kingsley

2020 Taxable Value: 34,053

Delinquent Taxes: 7,160.28

2020 SEV: 48,600





April 1, 2021

Grand Traverse County Land Bank Authority
Attn: Ms. Heide Scheppe, Chair
400 Boardman Avenue, Ste. 104
Traverse City, MI 49684

Via email to:
treasurer@gtcountymi.gov

Re: Side-lot for Parcel No. 11-545-009-00
Parker Harvey File No.: 1503.00

Dear Ms. Scheppe:

I am writing to you on behalf of my client, Rebecca J. Asper, who has an interest in a piece of property which was foreclosed upon by Grand Traverse County on March 31, 2021. The property in interest is located on Maple Terrace Ave., Traverse City, MI 49686 and has the property ID number of 11-545-009-00 (the "Parcel"). Ms. Asper owns a parcel of property adjacent to the Parcel, and it is her intention to negotiate a side-lot with the Land Bank. Please consider this letter a formal request to the Land Bank to take possession of the Parcel rather than allow it to be sold at auction so that Ms. Asper may acquire the Parcel as a side-lot to her current parcel.

Ms. Asper's request is based on the following facts. The Parcel is landlocked, approximately 0.4 acres, and sits between three different residential parcels in the Maple Terrace Subdivision. Through the center of the Parcel runs a driveway, which provides access to Maple Terrace Ave. for Ms. Asper and an adjacent residential parcel to the East. If the side-lot is granted, Ms. Asper will grant an easement to the easterly parcel which uses the Parcel's driveway for ingress and egress to Maple Terrace Ave. Ms. Asper has made use of this drive since she purchased her home in 1988. Ms. Asper has maintained the driveway and adjacent vegetation on the Parcel during the same period. Additionally, the tax description for the Parcel indicates that the Parcel cannot be built on. This fact renders the market for selling the Parcel almost nonexistent. Apart from Ms. Asper, the only other parties which might be interested in acquiring the Parcel are the two neighbors (one to the North, the other to the East). Ms. Asper has spoken with both neighbors and neither has expressed an interest in acquiring the Parcel, nor have they objected to Ms. Asper acquiring the same.

I will discuss with Ms. Asper the possibility of drafting an easement appurtenant which permits the owners of parcel number 11-325-047-00 to make use of the Parcel's driveway as a means of ingress and egress to Maple Terrace Ave.

If you have any questions or concerns, please do not hesitate to reach out. Thank you for your consideration.

Sincerely,

28

Keanen J. Armour



2020R-10716
STATE OF MICHIGAN
GRAND TRAVERSE COUNTY
RECORDED 06/19/2020 11:56:50 AM
PEGGY HAINES REGISTER OF DEEDS
PAGE 1 OF 6

AFFIDAVIT OF INTEREST AFFECTING REAL PROPERTY

1/1
6
e

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

Being of lawful age and under oath duly sworn, pursuant to MCL 565.451a, **Rebecca J. Asper**, whose address is 7418 Maple Terrace Avenue, Traverse City, Michigan 49686, (*the Affiant*) provides this Affidavit of Interest Affecting Real Property and states as follows:

1. **Premises.** This Affidavit pertains to the vacant residential real property consisting a parcel on Maple Terrace Avenue, Traverse City, Michigan (tax parcel number 28-11-545-009-00), which is located in Peninsula Township, County of Grand Traverse, and State of Michigan, more particularly described on **Exhibit A** (hereafter "the Parcel"), which is attached to this Affidavit and incorporated by reference.

2. **Title.** Title to the Parcel is currently in the name of the estate of Max L Wysong and Betty J Wysong.

3. **Permissive Possession and Use.**

- a. The Parcel was originally lot 9 of Maple Terrace Subdivision.
- b. The Parcel was later divided into three sections. The north 20 feet was deeded to lot 10. The south 14 feet was included in my property. The remainder of the

lot was used by the proprietor, Max Wysong, to access property he owned to the east of lots 8-10. Mr. Wysong paved this portion of the Parcel.

- c. The tax description for the Parcel currently states: "Lot 9 Exc N 20' also Exc S 14' Maple Terrace Subdivision Estimate Unbuildable".
- d. The Parcel was untaxed until 2017. Property taxes for the Parcel have not been paid since 2018.
- e. I own parcel 8 of the subdivision (together with the south 14 feet of former lot 9) and have for the past thirty-two years, since my purchase on April 7, 1988. My property is immediately adjacent to the south of the Parcel.
- f. I use, and have since the purchase of my property, the first fifty feet of the Parcel to access the driveway on my property. This is, and has been, the only access to my property from Maple Terrace Avenue.
- g. I believe the house on my lot was built in 1954. When I purchased the property, the house and an adjacent carport were there.
- h. I have maintained the Parcel leading up to my driveway since the purchase of my property, including:
 - i. Cutting trees which would have damaged my house and electrical lines;
 - ii. Repairing, multiple times, the asphalt, at our own expense, including patching holes;
 - iii. Rebuilding curbs;
 - iv. Drainage work: There is severe run-off of leaves, sticks and water coming down the lot 9 driveway because the developer connected lot 9 to the Logan Hills development. The run off was going into our carport

30

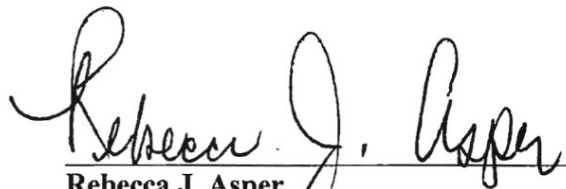
and into our front yard and eating at our driveway and the lot 9 road with each event. We cleaned up the debris at our expense. Besides patching we finally put a speed bump at the beginning of our driveway and a cistern in the middle of our driveway, and put a drainage system underground to protect our carport turned into a garage. This work protected our garage but we still had to clean the debris off our property and lot 9 driveway;

- v. In 2015, 11 inches of ice built up on lot 9 road and spilled out onto Maple Terrace. Post office refused to deliver, county truck wouldn't plow, Elmer's excavating and the county worked 12 hours to clear the road. My yard was dug up to allow the run off from Logan Hills and lot 9 road. 2 trees on my property were destroyed; and
- vi. We have also maintained both sides of the lot nine road since moving here by cutting down weeds, trimming bushes spilling into the road, cutting down 2 large pines, 3 dead birches and 2 elm trees that died from disease that belonged to lot 9.
- i. I have exerted ownership of the Parcel in the following ways:
 - i. Daily ingress and egress;
 - ii. The maintenance activities listed in this affidavit;
 - iii. Installation of flower beds on the Parcel; and
 - iv. We led a petition for storm sewer. After 2 years of hearings we got a Special Assessment District which included a storm drain for Maple

Terrace, Logan Hills and Peninsula Drive. Maple Terrace also got city water and a new road. My bill is 24,000 for the SAD.

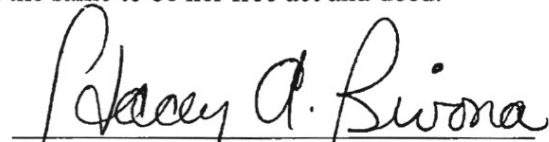
4. **Purpose.** I make these declarations to provide notice to any potential purchasers of the Parcel of my claim of right to the Parcel, or portions thereof. The activities described in this affidavit constitute actual, open, notorious and adverse possession of the Parcel.

[The remainder of this page is left blank intentionally. The signature pages follow.]


Rebecca J. Asper
Dated: June 12, 2020

STATE OF MICHIGAN)
) ss.
COUNTY OF GRAND TRAVERSE)

On this 12th day of June, 2020, before me, a Notary Public in and for said County, personally appeared **Rebecca J. Asper**, to me known to be the same person described in and who executed the within instrument, who acknowledged the same to be her free act and deed.


Stacey A. Bivona, Notary Public
Grand Traverse County, Michigan
Acting in Grand Traverse County, Michigan
My Commission expires: 01/11/2027

Prepared by:
Andrew J. Blodgett, Esq.
Parker Harvey PLC
901 S. Garfield Avenue, Suite 200
Traverse City, MI 49686
(231) 929-4878

33

Exhibit A

To

Affidavit of Interest Affecting Real Property

(Legal Description)

Peninsula Township, Grand Traverse County, Michigan:

Portions of Lot 9 of the Plat of Maple Terrace, recorded December 22, 1952, Part of Government Lot 3, Section 25, T 28N, R11W, Peninsula Township, Grand Traverse County, Michigan.

PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, _____ by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and Rebecca J Asper, whose address is 7418 Maple Terrace Ave, Traverse City, MI 49686 (hereinafter "Buyer"), on the terms and conditions set forth below.

1. **Description of property.** The property is a parcel of improved real estate, commonly known as Maple Terrace Ave, Traverse City, MI 49686 property number 28-11-545-009-00 located in the City/Township of Peninsula, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
2. **Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
3. **Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be 1,710.64 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
4. **Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
5. **Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
6. **Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller.
7. **Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
8. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
9. **Miscellaneous.**
 - a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.

- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
- i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Name Rebecca J Asper
Address 7418 Maple Terrace Ave, Traverse City, MI 49686
Phone 231-929-4878

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: _____
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by
_____, Chairperson, Grand Traverse County Land Bank Authority

Notary Public

County, Michigan

My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____

NAME:

Date: _____

STATE OF MICHIGAN)

COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by

(name of buyer)

Notary Public

County, Michigan

My Commission Expires: _____

DRAFT

EXHIBIT A

Legal Description

LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION
ESTIMATE UNBUILDABLE

DRAFT

DRAFT

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to Rebecca J Asper, whose address is 7418 Maple Terrace Ave, Traverse City, MI 49686 ("Grantee"), the following premises in the Township of Peninsula, County of Grand Traverse, State of Michigan, as described as:

LOT 9 EXC N 20' ALSO EXC S 14' MAPLE TERRACE SUBDIVISION ESTIMATE
UNBUILDABLE

Commonly known as: Maple Terrace Ave, Traverse City, MI 49686

together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of 1,710.047 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for Maple Terrace Ave, Traverse City, MI and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN)
) ss
COUNTY OF GRAND TRAVERSE)

I hereby certify that on _____, _____, the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by _____, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public

County, Michigan

My Commission Expires: _____

When recorded return to: Rebecca J Asper 7418 Maple Terrace Ave Traverse City, MI 49686	Send subsequent tax bills to: Rebecca J Asper 7418 Maple Terrace Ave Traverse City, MI 49686	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No:11-545-009-00	Recording Fee: \$ 30.00	Revenue Stamps: \$ _____

PURCHASE AGREEMENT

This purchase agreement (the Agreement) is entered into on _____, _____ by the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Suite 104, Traverse City, Michigan 49684 (hereinafter "Seller" or "GT Co. LBA"), and **Chad Christianson & Carl Christianson**, whose address is 2835 S M 37, Traverse City, MI 49685 (hereinafter "Buyer"), on the terms and conditions set forth below.

1. **Description of property.** The property is a parcel of improved real estate, commonly known as 206 Cottage St, Kingsley, MI 49649 property number 28-42-060-010-00 located in the City/Township of Paradise, Grand Traverse County, Michigan, as more particularly described in the legal description attached hereto as **Exhibit A** (hereinafter the "Property").
2. **Sale.** The Seller agrees to sell to the Buyer and the Buyer agrees to purchase the Property, including all of Seller's right, title and interest in and to all appurtenances, easements, access rights and similar rights, under the terms and conditions contained herein.
3. **Purchase price.** The purchase price for the Property (hereinafter, "Purchase Price") shall be 7,761.57 Dollars. The Buyer agrees to assume all other costs associated with the conveyance of the Property as outlined in this Purchase Agreement.
4. **Deed.** The Seller will convey the Property by Quit-Claim Deed (the "Quit-Claim Deed") to the purchaser, which is incorporated herein as **Exhibit B** of this Agreement.
5. **Payment of Purchase Price.** Buyer agrees to close and pay the Purchase Price to Seller immediately.
6. **Condition of Property.** The Buyer takes the Property in an "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition and with no warranties from Seller. **Exhibit C** is hereby incorporated.
7. **Remedies Upon Default.** In no event shall the Seller or Grand Traverse County, their officers, agents and/or employees, be liable to the Buyer in damages for any act, error, omission, breach or violation of this Agreement.
8. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless, Seller and the County of Grand Traverse, as well as any officer, agent and/or employee of Seller and the County of Grand Traverse, from any legal action instituted by a third party against Grand Traverse County and Seller and from any and all claims and losses, including attorneys' fees and costs, accruing, resulting, or arising from this transaction.
9. **Miscellaneous.**
 - a. **Governing Law.** This Purchase Agreement shall be governed by Michigan law.

- b. **Written Notice.** All requirements for written notice contained in this Purchase Agreement shall be accomplished by any one of the following methods:
- i. Personal service with service being effective upon delivery, or
 - ii. Certified mail, return receipt requested, with service being effective on the date of receipt or second attempted delivery.

Notices shall be addressed as follows:

Seller:

Chairperson, Grand Traverse County Land Bank
Grand Traverse County
400 Boardman Avenue
Traverse City, Michigan 49684
(231) 922-4513

Buyer:

Name Chad & Carl Christianson
Address 2835 S M37, Traverse City, MI 49685
Phone 231-409-6999

- c. **Binding Effect.** This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the parties.
- d. **Entire Agreement.** This Purchase Agreement contains the entire understanding of the parties hereto as to the matters provided for herein; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Purchase Agreement cannot be changed or modified orally, but only by an agreement in writing signed by each of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year first above written.

IN THE PRESENCE OF: "SELLER"
GRAND TRAVERSE COUNTY LAND BANK AUTHORITY

By: _____
Chairperson, Grand Traverse County Land Bank Authority
Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by
_____, Chairperson, Grand Traverse County Land Bank Authority

Notary Public

County, Michigan

My Commission Expires: _____

IN THE PRESENCE OF: "BUYER"

By: _____

NAME:

Date: _____

STATE OF MICHIGAN)
COUNTY OF GRAND TRAVERSE)

This Purchase Agreement was acknowledged before me on _____, _____, by

(name of buyer)

Notary Public

County, Michigan

My Commission Expires: _____

DRAFT

EXHIBIT A

Legal Description

206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE

DRAFT

DRAFT

EXHIBIT B

**QUITCLAIM DEED
STATUTORY FORM**

KNOW ALL PERSONS BY THESE PRESENT: That the Grand Traverse County Land Bank Authority, whose address is 400 Boardman Avenue, Traverse City, Michigan 49684, "Grantor") quit claims to Chad & Carl Christianson, [Father & son] whose address is 2835 S M 37, Traverse City, MI 49685 ("Grantee"), the following premises in the Village of Kingsley, County of Grand Traverse, State of Michigan, as described as:

206 COTTAGE ST LTS 13 & 14 BLK 5 BROWNSONS 1ST ADD VILLOF PARADISE

Commonly known as: 206 Cottage St, Kingsley, MI 49649

together with all and singular the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining, for the full consideration of 7,761.57 Dollars. This conveyance is exempt from taxes pursuant to MCL 207.505(h); MSA 7.456(5)(h) and MCL 207.526(h); MSA 7.456(26)(h).

Notice:

This conveyance is made upon the express condition that the Grantee fulfill all of the representations and warranties provided in the "Purchase Agreement for 206 Cottage St, Kingsley, MI and dated _____ [PA signature date], between the Grantor and the Grantee for the conveyance of this property. Failure by the Grantee to fulfill the conditions of the Purchase and Development Agreement after this conveyance unconditionally allows the Grantor a Right of Reverter upon the property until a release of interest is recorded by the Grantor on this property.

Dated:

Signed in the presence of:

Signed by:

Heidi Scheppe, Chairperson
Grand Traverse County Land Bank Authority

STATE OF MICHIGAN

)

) ss

COUNTY OF GRAND TRAVERSE

)

I hereby certify that on _____, _____, the foregoing Quit-Claim Deed was produced to me in Grand Traverse County, acknowledged before me by _____, Chairperson, Grand Traverse County Land Bank Authority, and acknowledged to be the act and deed of said Authority.

Notary Public

County, Michigan

My Commission Expires: _____

When recorded return to: Chad & Carl Christianson 2835 S M37 Traverse City, MI 49685	Send subsequent tax bills to: Chad & Carl Christianson 2835 M 37 Traverse City, MI 49685	Drafted by: Ross A. Hammersley Olson, Bzdok & Howard, P.C. 420 E. Front St. Traverse City, Michigan 49686
Parcel I.D. No:42-060-010-00	Recording Fee: \$ 30.00	Revenue Stamps: \$ _____

DRAFT

EXHIBIT C

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below).

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller Date

Seller Date

Purchaser Date

Purchaser Date

Agent Date

Agent Date